

Document No. 377
Adopted at Meeting of 10/29/64
(Deed & Map, Edison Co.; Parcels 3C, 3D and 3E)

D E E D

BOSTON REDEVELOPMENT AUTHORITY, a public body, politic and corporate, duly organized and existing pursuant to Chapter 121 of the General Laws of Massachusetts, having its usual place of business in Boston, Suffolk County, Massachusetts, in consideration of Two Thousand, Eight Hundred and Forty-Eight Dollars and Sixty-Five Cents (\$2,848.65) paid and other considerations as set forth herein, grants unto Boston Edison Company, a corporation duly organized and existing pursuant to the General Laws of Massachusetts, having a usual place of business in Boston, Suffolk County, Commonwealth of Massachusetts, with QUITCLAIM COVENANTS, the following described land in said Boston:

1. Those three certain parcels of land, situated in said Boston, being shown as Parcels 3C, 3D and 3E containing 443 square feet on a plan dated March 27, 1964, by Whitman & Howard, Inc., Engineers, which plan is recorded herewith and to which plan reference may be had for a more particular description.
2. The fee to the centerline of all proposed or existing streets shown on said plan as abutting Parcels 3C, and 3D and the property designated "Boston Edison Company (Building Area)", as shown on said plan.

The grantor holds title to the registered land above set forth and hereby conveyed under Certificate of Title issued by the Suffolk Registry, District No. and to the unregistered land above set forth and hereby conveyed under an order of taking dated , recorded with Suffolk Deeds in Book

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The grantee, in consideration for the conveyance of the above mentioned Parcels, hereby agrees to subject its property at 29 Hawkins Street, Boston, Suffolk County, Massachusetts, shown on the aforementioned plan dated March 27, 1964, by Whitman and Howard, Inc., Engineers, as "Boston Edison Company (Building Area)", to all of the covenants and limitations set forth herein. As used hereafter in this instrument, therefore, the term "The Property" shall mean Parcels 3C, 3D and 3E together with that property of the grantee designated on the aforementioned plan as "Boston Edison Company (Building Area)".

The grantee agrees for itself, its successors and assigns that upon the laying out or taking by the City of Boston of streets abutting The Property as shown on said plan, no claim for damages by reason of such laying out or taking will be made by them so long as such laying out or taking excludes or is made subject to all

structural elements of the improvements existing or to be constructed on The Property.

The grantee covenants for itself, its successors and assigns:

- A. Until May 25, 2004, to devote The Property to and only to the permitted uses and subject to the applicable limitations specified in the Urban Renewal Plan for the Government Center Urban Renewal Area adopted by the grantor on June 5, 1963, and approved by the Boston City Council on May 25, 1964, and on file at the office of the City Clerk, as the same may be from time to time hereinafter modified pursuant to Section 901 thereof (hereinafter referred to with such modifications as the "Plan").
- B. Until May 25, 2004, not to use or devote The Property or any part thereof for any use other than the uses or purposes specified in the Plan or contrary to any of the applicable limitations or requirements of the Plan.
- C. Until 100 years from the date hereof, not to discriminate upon the basis of race, creed, color, or national origin, in the sale, lease or rental or in the use or occupancy of The Property or any part thereof, or to effect or execute any covenant, agreement, lease, conveyance, or other instrument which provides for such discrimination, and to comply with all state or local laws in effect from time to time forbidding discrimination or segregation by reason of race, religion, color or national origin in the sale, lease or occupancy thereof.
- D. Until 100 years from the date hereof, not to discriminate in carrying out the development and construction of improvements on The Property against any employee or applicant for employment because of race, religion, color or national origin.
- E. Until May 25, 2004, to keep the improvements constructed on The Property in good and safe condition and repair unless such improvements shall have become uninsurable, and, in the occupancy maintenance and operation of such improvements and The Property, to comply with all laws, ordinances, codes and regulations applicable thereto, provided that this covenant shall not be construed to expand the tort liability of the grantees to their tenants or the general public beyond common law and statutory rules of general applicability.

F. After the improvements to be constructed by the grantees on The Property have been completed, and until May 25, 2004, not to reconstruct, demolish or subtract therefrom or make any additions thereto or extensions thereof without the prior written approval of the grantor, which would result in any change in the external appearance of the building or The Property. In the event the grantee shall fail to comply with the foregoing requirement, the grantor may within a reasonable time after discovery thereof by the grantor direct in writing that the grantee so modify, reconstruct or remove such portion or portions of the improvements as were reconstructed, demolished or subtracted from or added to or extended without the prior written approval of the grantor. The grantee shall promptly comply with such a directive, and shall not proceed further with such reconstruction, demolition, subtraction, addition or extension until such directive is complied with.

G. Until May 25, 2004, if any improvement or part thereof constructed on The Property shall have been damaged or destroyed, to proceed promptly to establish and collect all valid claims which may have arisen against insurers or others based upon any such damage or destruction. All proceeds of any such claim and other monies provided for the reconstruction, restoration or repair of any such improvement shall be deposited in a separate account. The proceeds and money so collected shall be used and expended for the purpose of fully repairing or reconstructing the improvements which have been destroyed or damaged to a condition at least comparable to that existing at the time of such damage or destruction, to the extent that such money and proceeds may permit, unless the grantee, its successors and assigns, with the written approval of the grantor, determines that all or any part of such damage or destruction shall not be so reconstructed, restored, or repaired.

H. To commence such reconstruction or repair within a period not to exceed six months after such money or proceeds is received by the grantee, its successors and assigns, (or such longer period as the grantor may specify in writing) and to well and diligently and with prompt dispatch prosecute such reconstruction or repair to completion within 24 months after the start thereof.

The covenants set forth above shall run with The Property and shall be to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by the grantor and any successor public agency designated by or pursuant to law, both for and in its own right and also for the purpose of protecting the

interests of the community and the other parties, public and private in whose favor and for whose benefit such covenants are provided, and such covenants shall be in force and effect without regard to whether the grantor or any such successor remains or is an owner of or in possession of any land or interest in the Government Center Project Area, but shall not be enforceable by transferees of other land owned by the grantor in such Project Area; and such covenants shall not be binding on any owner or person in possession or occupancy except for his period of ownership, possession or occupancy.

This conveyance is made subject also to the terms and conditions set forth in a Land Disposition Agreement executed on 196 , by and between the grantor and the grantee hereto, on file at the office of the Authority, to the extent such terms and conditions survive the delivery of this deed and are binding upon all persons dealing with the granted premises and enforceable by the grantor and any successor public agency designated by or pursuant to the law to the extent provided therein and as though said Land Disposition Agreement were recorded and filed herewith.

All said additional terms and conditions contained in said Land Disposition Agreement, except only the covenants set forth specifically above in this deed and stated to run with the land, shall upon completion of said required improvements on the granted premises and the recording or registration of a certificate of completion, be a conclusive determination that all obligations of the grantee, its successors and assigns, as to the granted premises have been satisfied except only said covenants set forth above in this deed and stated to run with the land.

IN WITNESS WHEREOF, on the _____ day of
at Boston, Massachusetts, the parties hereto have
caused this Instrument in five counterparts to be signed, sealed
and delivered by their duly authorized officers, respectively.

BOSTON REDEVELOPMENT AUTHORITY

Signed, sealed and delivered
in the presence of:

By _____

_____ BOSTON EDISON COMPANY _____

By _____

Approved as to form:

General Counsel
Boston Redevelopment Authority

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

Then personally appeared before me the above-named

who executed the foregoing Deed on behalf of Boston Redevelopment Authority and acknowledge the same to be his free act and deed and the free act and deed of Boston Redevelopment Authority

Notary Public
My commission expires

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

Then personally appeared before me the above-named

who executed the foregoing Deed and acknowledged the same to be his free act and deed.

Notary Public
My commission expires

October 29, 1964

M E M O R A N D U M

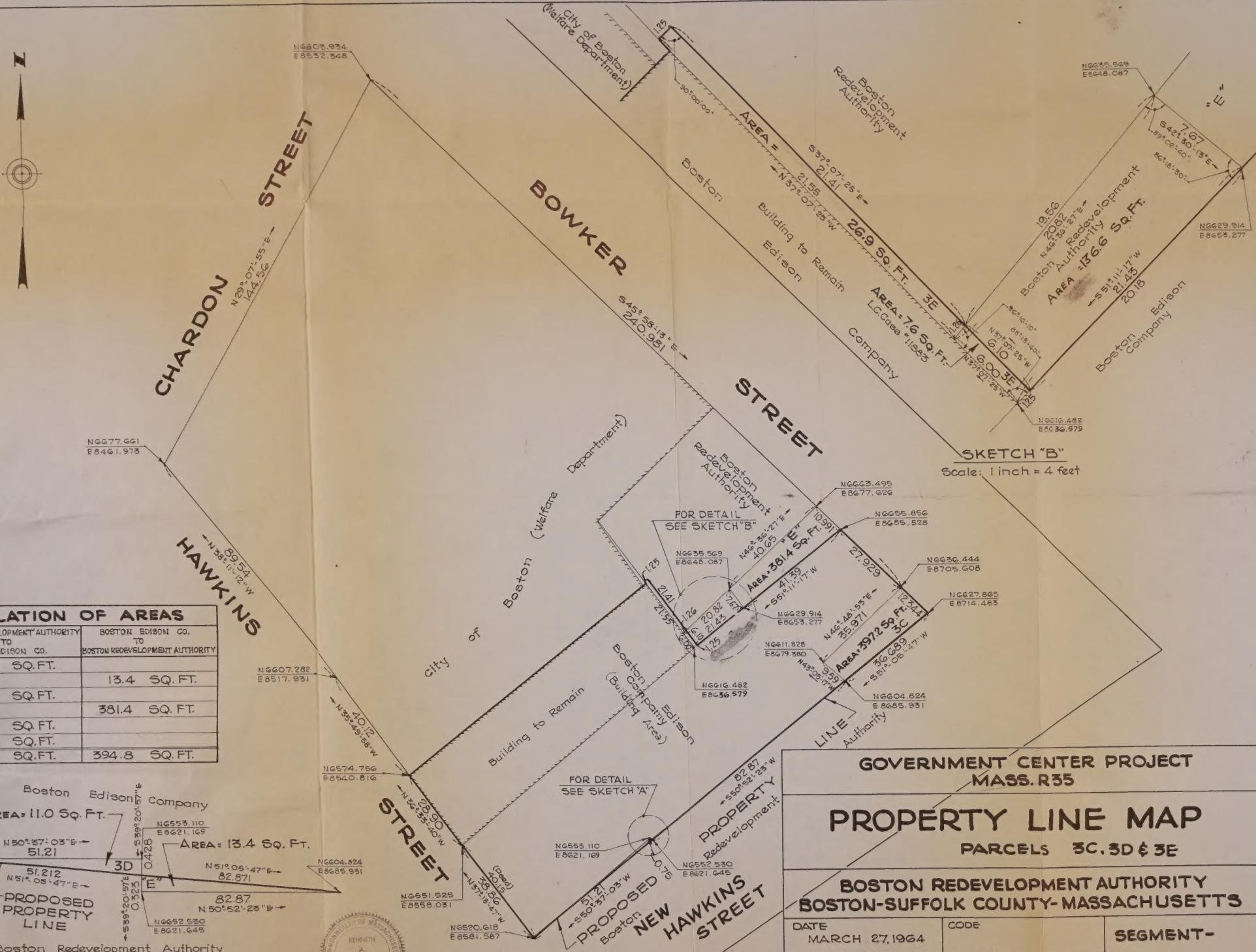
TO: Boston Redevelopment Authority
FROM: Edward J. Logue, Development Administrator
SUBJECT: APPROVAL OF DEED TO PARCELS 3C, 3D and 3E IN THE GOVERNMENT CENTER PROJECT AREA.

On May 20, 1964, and July 2, 1964, the Authority approved the disposition of three small parcels, designated as 3C, 3D and 3E, to the Boston Edison Company for use in conjunction with the existing substation on Hawkins Street.

As you know, Edison's present building is being rehabilitated in accordance with plans submitted to and approved by the Authority on April 2, 1964. Edison has been proceeding with this rehabilitation and is now at the point where a conveyance of land is necessary if the improvement of the building is to continue on schedule.

Attached is a proposed form of deed and vote with respect thereto.

As you know, the Land Disposition Agreement with Edison provides for the BRA's acquisition of 2 sliver parcels from Edison at the time Parcels 3C, 3D and 3E, are conveyed. Because there small lots were not designated in the Urban Renewal Plan, HHFA has asked that the BRA amend the Plan to so provide, and accordingly an appropriate vote to this effect is attached.



GOVERNMENT CENTER PROJECT MASS.R35

PROPERTY LINE MAP

PARCELS 3C 3D & 3E

**BOSTON REDEVELOPMENT AUTHORITY
BOSTON-SUFFOLK COUNTY- MASSACHUSETTS**

DATE MARCH 27 1964

CODE

SEGMENT-

MAP P-12 OF
REVISED



APPROVED BY _____

WALLACE B. ORPIN
CHIEF ENGINEER